for on the 4th day of August, 1959 That we MISSOURI VALLEY as follows: being items 1 to 8 in- CONSTRUCTION Co., Grand Is-

obtained upon compensation in bounden mount to be received by him here-were recited at length herein. under, and that he has not, in estreason of any such brokerage, warrant shall constitute adequate the said Owner may retain for its equal to any brokerage, commission, or percentage, so paid or

All work required in carrying out this contract shall be performed in compliance with the laws of the state of Nebraska.

The Contractor states that he is complying with and will continue to comply with fair labor standards in the pursuit of his business, and in the execution of the Contract pursuant to this bid.

That the Contractor further agrees to pay just claims for material, supplies, tools, fuels lubricants, equipment, equipment rental, machinery, insurance premiums, and services used or consumed in the construction of the work by him or any of his subcontractors, and for all other just claims filed against him or any of his subcontractors in carrying out

done, or any materials which may derstanding. be furnished, by the Contractor without such written order first gust, 1959. risk, cost and expense; and the TION CO. Contractor hereby covenants and agrees that he shall make no By s/L. J. Koenig, Pres. work so done, or any materials so furnished.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed, to this and three (3) other instruments of like tenor, this 4th day of August, 1959.

Owner CITY OF O'NEILL, NEBRASKA By s/D. C. Schaffer Mayor

PAVING DISTRICT No. 31 PROPOSAL FORM To the Mayor and City Council City of O'Neill, Nebraska Gentlemen:

to Contractors, the undersigned urtenances, in accordance with the proposes to furnish all the nec- plans, specifications, schedules essary equipment, machinery, and conditions on file and which tools, apparatus and other means we have examined, for the schof construction and to furnish all edules of prices set forth below:

Item No. Description

	Excavation	1059
2.	6" P. C. C. Pavement with In-	
	tegral curb	2035
	a. Class I Mix	
	b. Class II Mix	
	c. Class III Mix	-
3.	Adjust Manhole Ring and Cover	2
	Build Concrete Header	107
5.	Build 4" P.C.C. Sidewalk	344
6.	Remove Concret Pavement	10
7.	Remove Concrete Sidewalk	616
8.	Remove 6" Concrete Curb	290
	Total Lump Sum Bid for Items	
	1 to 8 inclusive based upon	
	Class I Mix	
	Total Lump Sum Bid for Items	
	1 to 8 inclusive based upon	
	Mary and the second sec	

Total Lump Sum Bid for Items to 8 inclusive based upon The only persons or parties in has had adequate experience and terested in this proposal as prin- experience record in construction cipal are those named herein, and of the type of work bid upon. The

Class II Mix

lusion with any persons, firms or quired in the Notice to Contraccorporations.

for 5% of bid payable to the Treasurer of the City of O'Neill, Nebraska, which, in case we ADDRESS Box 811, Grand Isshould refuse or fail to accept an BY S/L. J. Koenig, award made to us and to enter TITLE Pres.

mental written agreements are a ment of which we do hereby bind special provisions, and all supple- LARS AND NINETY CENTS and administrators, jointly, sever- par of this Contract. rants that he has employed no ally, and firmly by these presents Date August 4th, A.D., 1959.

The condition of the Obligation cause or procure the same to be is such that whereas, the above MISSOURI VALLEY any way contingent in whole or CONSTRUCTION CO., of Grand in part upon such procurement, Island, Nebraska, has been aand that he has not paid, or pro- warded by the City of O'Neill, Nemised or agreed to pay, to any braska, the Contract for the Conthird person in consideration of struction of O'Neill Paving Dissuch procurement, or in compentrict No. 30, copy of which stisation for services in connection pulations is incorporated herein herewith, any brokerage, commis- and made a part hereof as fully sion or percentage upon the a- and as amply as if said Contract NOW THEREFORE, if said MIimating the contract price deman- SSOURI VALLEY CONSTRUCded by him, included any sum by TION CO., as Principal, shall in all respects fulfill this said Concommission or percentage; and tract according to the terms and that all moneys payable to him the tenor thereof, and shall faith-

> terms of said Contract, and the paid or agreed to be paid. the undertakings,

terms, conditions and agreements that it is given to secure and does his subcontractors in carrying out the provisions of this contract, and further agrees that the Contractor's bond shall be held to cover all such claims.

That the Contractor further payment of all laborers and methics subcontractors, and for the payment of all laborers and methics for all laborers and for any of his subcontractors, and for the work by him or any of his subcontractors, and for the payment of all laborers and methics for all laborers and methics for all laborers and for the work by him or any of his subcontractors, and for the payment of all laborers and methics for all laborers and for any of his subcontractors, and for the payment of all laborers and methics for all laborers and methics for all laborers and methics for all laborers and for the payment of all laborers and methics for all laborers and for the payment of all laborers and methics for all laborers and for the payment of all laborers and methics for all laborers and for the payment of all laborers and methics for all laborers and methics for all laborers and for all other just claims filed against him or any of his subcontractors, and for the payment of all laborers and methics for all laborers and for the payment of all laborers and for the construction of the work by him or any of his subcontractors, and for the payment of all laborers and for the payment of all laborers and for the payment of all laborers and for the payment of all

hereof, as herein described.

It is further understood and a-greed that the Contractor shall not do any work or further work or force and shall not do any work or further work or force and shall not do any work or further work or force and state not do any work or further work or furth materials not covered and auth- action may be brought upon the

being given, shall be at his own MISSOURI VALLEY CONTRUC-

claim for compensation for any (CORPORATE SEAL AFFIXED) SURETY COMPANY Surety

Hartford, Connecticut Surety s/Mary Ann Meysenburg Attorney-in-Fact, Mary Ann Mevsenburg

s/Mary Ann Meysenburg Mary Ann Meysenburg, Ne-braska Resident Agent (SEAL)

the materials and to do all the work to complete the construction of O'Neill Paving District No. 31 consisting primarily of 6" P.C.C Pavement with Integral Curb, and In compliance with your Notice all required connections and app- City of O'Neill, Nebraska

SCHEDULE OF PRICES BID FOR WORK CONTEMPLATED Quantity Unit Unit Price Amount C.Y. \$.50 \$ 529.50 S.Y. 3.29 6,695.15 40.00 20.00 L.F. S.F. S.Y. .55 .45 1.00 154.80 10.00 .10

this proposal is made without col- Synopsis of Experience Record re-

7.636.90

tors accompanies this proposal. As an evidence of good faith in dred twenty (120) calendar days corporations.

> ed to us. PAVING DISTRICT NO. 31

into contract and file a bond within ten (10) days of such award, shall be forfeited to the City of O'Neill, Nebraska, as liquidated damages.

The undersigned states that he is complying wih and will continue to comply with fair labor time to comply as defined in Section to contract and file a bond within ten of the City of O'Neill, Nebraska, which, in case we should after award of contract.

Nebraska, which, in case we should after award of contract.

Nebraska, which, in case we should after award of contract.

Nebraska, which, in case we should after award of contract.

Nebraska, which, in case we should refuse or fail to accept an award that work prior to the City of O'Neill, Nebraska, which, in case we should after award of contract.

Nebraska, which, in case we should after award of contract.

Nebraska, which, in case we should after award of contract.

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Nebraska, which, in case we should after award of contract.

Nebraska, which, in case we of all to accept an award of contract.

Nebraska, which, in case we should after award of contract.

Nebraska, by L. J. Koenig.

PAVING DISTRICT NO 32

In the City of O'Neill, Nebraska, as liquidated daways after award of contract.

The undersigned states that he city of O'Neill, Nebraska, as liquidated daways after award of contract.

The undersigned states that he city of O'Neil

Contract, hereby agrees to con- BY s/D. C. Schaffer, struct O'Neill Paving District No. TITLE Mayor. consisting primarily of 6" P. C. Pavement and appurtenances, complete, in accordance with the plans, specifications and BY s/J. J. Koenig. provisions therefore, and in the location designated in the special provisions the various items of the acceptance of proposal there.

Corporate Seal Alliked)

PAVING DISTRICT No. 30 special provisions therefor, and in the location designated in the special provisions, the various items of work awarded said Contractor special provisions therefor, and in TITLE Pres.

by the acceptance of proposal KNOW AL therefor on the 4th day of August, PRESENTS: clusive, as shown in the schedule land, Nebraska, as Principal, and 1959, as follows: being items num-That it is mutually understood and agreed by parties hereto that the general and detailed plans, the Contractor's bond, the proposition of this Contract.

SURETY COMPANY, Hartford, ems of work awarded said Contract tractor by the acceptance of proposition of this Contract.

That it is mutually understood and firmly bound unto the City of this Contract.

That we MISSOURI VALLEY the location designated in the connecticut, as sureties, are held tractor by the acceptance of proposition designated in the Connecticut, as sureties, are held tractor by the acceptance of proposition designated in the Connecticut, as sureties, are held tractor by the acceptance of proposition designated in the Connecticut, as sureties, are held tractor by the acceptance of proposition designated in the Connecticut, as sureties, are held tractor by the acceptance of proposition designated in the Connecticut, as sureties, are held tractor by the acceptance of proposition designated in the Connecticut, as sureties, are held tractor by the acceptance of proposition designated in the Connecticut, as sureties, are held tractor by the acceptance of proposition designated in the Connecticut, as sureties, are held tractor by the acceptance of proposition designated in the location designated in the Connecticut, as sureties, are held tractor by the acceptance of proposition designated in the location designated

ourselves, our heirs, executors mental written agreements are a (\$7,636.90) - Dollars, and for the a part of this Contract.

this Contract in his behalf, or to presents. cause or procure the same to be obtained upon compensation in any way contingent in whole or in part is such that whereas, the above of this Contract. upon such procurement, and that bounden he has not paid, or promised or CONSTRUCTION CO., of Grand rants that he has employed no agreed to pay, to any third per- Island, Nebraska, has been awthird person to solicit or obtain

It is expressly understood and of this warrant shall constitute tions therein assumed, then the contract price demanded by fully discharge the duties and obligations therein assumed, then the contract price demanded by fully discharge the duties and obligations therein assumed, then the contract price demanded by fully discharge the duties and obligations therein assumed, then the contract price demanded by fully discharge the duties and obligations therein assumed, then the contract price demanded by fully discharge the duties and obligations therein assumed, then the contract price demanded by fully discharge the duties and obligations therein assumed, then the contract price demanded by fully discharge the duties and obligations therein assumed, then the contract price demanded by fully discharge the duties and obligations therein assumed, then the contract price demanded by fully discharge the duties and obligations therein assumed, then the contract price demanded by fully discharge the duties and obligations therein assumed, then the contract price demanded by fully discharge the duties and obligations therein assumed, then the contract price demanded by fully discharge the duties and obligations therein assumed, then the contract price demanded by fully discharge the duties and obligations therein assumed the contract price demanded by fully discharge the duties and obligations therein assumed the contract price demanded by fully discharge the duties and obligations therein assumed the contract price demanded by fully discharge the duties and obligations therein assumed the contract price demanded by fully discharge the duties and obligations therein assumed the contract price demanded by fully discharge the duties and discharge the d It is expressly understood and of this warrant shall constitute tions therein assumed, then the agreed that this bond is given to adequate cause for the annulment above abligation is to be void, free from obligation of any other than the above obligation is to be void, free from obligation of any other than the above obligation is to be void. secure and does secure not only of this Contract by the Owner, otherwise to be and remain in full person for services rendered, or fully discharge the duties and other the duties are duties and other the duties and other the duties are duties and duties and duties are duties are duti the faithful preformance by the and that said Owner may retain force and virtue. Principal herein named of said for its own use, from any sums It is expressly understood and Contract for the construction due or to become due hereunder agreed that this bond is given to in the procurement of this Con-Contract for the construction due or to become due hereunder agreed that this bond is given to work as specified in said Contract an amount equal to any broker- secure and does secure not only breach of this warrant shall conand in strict accordance with the age, commission, or percentage, so the faithful performance by the

The Contractor states that he specifications made a part thereof any and all duly authorized is complying with and will con- of; and shall also well and truly modifications of said Contract tinue to comply with fair labor perform and fulfill all the underthat may hereafter be made, no- standards in the pursuit of his takings, covenants, terms, con- paid. tice of which modifications to the business, and in the execution of ditions and agreements of any and

That the Contractor further ag- of said Contract that may heresecure also payment by the said rees to pay all just claims for after be made, notice of which laws of the State of Nebraska. bounden MISSOURI VALLEY material, supplies, tools, fuels, modification to the surety being CONSTRUCTION CO., of all just lubricants, equipment, equipment hereby waived, but that it is given is complying with and will conclaims for material, supplies, rental, machinery, insurance pretools, fuel, lubricants, equipment, equipment rental, materials, inequipment rental, materials, insurface premiums and services work by him or any of his subconsurface premiums and services work by him or any of his subconThat the Contract pursuant to this bid.

Solution of the MISSOURI VALLEY construction of the does secure also payment by the said bounder MISSOURI VALLEY construction of the tinue to comply with fair labor said bounder MISSOURI VALLEY construction of the tinue to comply with fair labor said bounder MISSOURI VALLEY construction of the tinue to comply making the construction of the constructio surance premiums and services used or consumed in the construction of the work by him or any of tion of the work by him or any of the work by him or his subcontractors, and for the labor performed in the work by rental,

It is further understood and effect.

do any work of furnish any finatians and authorized tarials not covered and authorized by this Contract unless ordered in writing by the Engineer. Any such work which may be done, or such work which was a work which work which work which was a work which work which work which was a work which work which SIGNED THIS 4th DAY OF Au- writing by the Engineer. Any the construction work, and this any such materials which may be ered with such understanding. furnished, by the Contractor without such written order first being given, shall be at his own risk, cost and expense; and the Con- MISSOURI VALLEY CONSTRUC-THE AETNA CASUALTY AND tractor hereby covenants and agrees that he shall make no claim BY Principal for compensation for any work so BY done, or any materials so furn- THE AETNA CASUALTY AND

> WITNESS WHEREOF the Hartford, Connecticut, Surety. parties hereto have set their hands s/Mary Ann Meysenburg, for the purpose herein expressed, to this and three (3) other instruments of like tenor, this 4th s/Mary Ann Meysenburg. day of August, 1959.

Owner CITY OF O'NEILL, NEBRASKA

PAVING DISTRICT NO. 32 PROPOSAL FORM August 4, 1959 To the Mayor and City Council

Gentlemen:

to 10 inclusive Based Upon

Total Lump Sum Bid for Items

1 to 10 inclusive Based Upon

Class II Mix

Class III Mix

O'Neill Paving District No. 32, consisting primarily of 6" P. C. C. Pavement with Integral Curb, and In compliance with your Notice purtenances, in accordance with City of O'Neill, Nebraska to Contractors, the undersigned proposes to furnish all the necesproposes to furnish all the necesto Contractors, the undersigned the plans, specifications, schedproposes to furnish all the necesto Contractors, the undersigned the plans, specifications on file and proposes to furnish all the necesto Contractors, the undersigned the plans, specifications and appropriate the plans, specifications and acting City (SEAL) sary equipment, machinery, tools, appartus and other means of con-

SCHEDULE OF PRICES BID FOR WORK CONTEMPLATED Item No. Description C.Y. \$.50 \$ 598.00 1196 6" P. C. C. Pavement with Integral Curb S.Y. a. Class I Mix 3.29 8,886.29 b. Class II Mix c. Class III Mix S.Y. 3. Build 6" P. C. C. Driveway 4. Adjust Manhole Ring and Cover 20.00 20.00 Ea. 61.60 5. Furnish and Install Manhole Ring and Cover 55.00 6. Build 4" P. C. C. Sidewalk 293.40 Remove Concrete Pavement 1.00 15.00 .10 98.40 Remove Concrete Sidewalk 417.60 Remove 6" Concrete Curb 13.50 Remove Concrete Header Total Lump Sum Bid for Items to 10 inclusive Based upon Total Lump Sum Bid for Items

gust, 1959.

TION CO.

s/L. J. Koenig, Pres.

struction and to furnish all the

materials and to do all the work

to complete the construction of

SURETY CO., Surety,

Meysenburg.

Resident Agent.

(seal)

\$ 10.533.99

The only persons or parties in the pursuit of his business, and in We propose to furnish a bond, as required by the specifications, work contemplated, we agree to cipal are those named herein, and suant to this bid. as required by the specifications, work contemplated, we agree to the specifications, work contemplated, we agree to the specifications, and suant to this bid.

The undersigned states that he cipal are those named herein, pursuit of his business, and in the expiration of a period of one hun- lusion with any persons, firms or has had adequate experience and and this proposal is made with- execution of the contract pursuant experience record in construction out collusion with any persons, to this bid. We propose to furnish a bond, as of the type of work bid upon. The firms or corporations. close herewith a certified check NAME No. Valley Constr. Com- required by the specifications, in synopsis of Experience Record re-

accompanies this proposal. As an evidence of good faith in If awarded a contract for the awarded to us. submitting this proposal, we en- work contemplated, we agree to As an evidence of good faith quired in th Notice to Contractors close herewith a certified check complete that work prior to the in submitting this proposal, we en- accompanies this proposal. for 5% of bid payable to the expiration of a period of one hun-Treasurer of the City of O'Neill. dred twenty (120) calendar days for 5% of bid payable to the work contemplated, we agree to

standards, as defined in Section 73-104-R.S., Nebraska, 1943, in the pursuit of his business, and in the execution of the contract pursuant to this bid.

The undersigned states that he fications constituting a part of this bid.

The undersigned states that he fications constituting a part of this bid.

Nebraska, as inquidated damages.

The undersigned states that he between the City of O'Neill, Nebraska, as liquidated damages.

The undersigned states that he between the City of O'Neill, Nebraska, as liquidated damages.

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The undersigned states that he between the City of O'Neill, Nebraska, as liquidated o'Neill, Nebraska, as liquidated o'Neill, Nebraska, as liquidated o'Neill, Nebraska, as liquidated o'Neill, Nebraska, as

MISSOURI VALLEY

CONSTRUCTION CO.

(SEAL AFFIXED)

PAVING DISTRICT NO .31

CONTRACT BOND

Date August 4th, A.D., 1959.

machinery,

WITNESSETH: That the Contract of August, 1959. tor, for and in consideration of the sum of \$10,533.99 Dollars, pay-able as set forth in the specifica-tions constituting a part of this Contract bereby agrees to con-Contract, hereby agrees to conconsisting primarily of 6" P. KNOW ALL MEN BY THESE C. C. Payement and appurten- By L. J. Koenig, Pres. ances, complete, in accordance That we MISSOURI VALLEY with the plans, specifications and of prices bid in the proposal, which is made a part of this construction, as sureties, are held the proposal, which is made a part of this construction. The AETNA CASUALTY AND bered 1 to 8 inclusive, as shown that the location designated in the location designated in the location designated in the location, the various its special provisions, the various its special provisions therefor, and in the location designated in the locatio

payment of which we do hereby

The Contractor expressly war- by these presents. MISSOURI VALLEY curement, or in compensation for raska, the Contract for the Con- cause or procure the same to be bounden tion of any other person for services rendered, or supposed to have been rendered, in the above obligation is to be and remain in have been rendered, in the procur
TION CO., as principal, shall in that he has not, in estimating the that he has not, in estimation or percentage upon the amount of the that he has not in contract were with all respects fulfill this said Contract were and amply as if vices rendered, or supposed to have been rendered, in the above obligation is to be void the above obligation is to be and remain in the procurement of this Contract. He further ment of this Contract. He further agrees that any breach of this contract according to the terms and the further agrees that any breach of this contract price demanded by him, the procurement of this Contract. He further agrees that any breach of this contract price demanded by him the contract price demanded by him hereunder, the further agrees that any breach of this contract price demanded by him hereunder, the further agrees that any breach of this contract price demanded by him hereunder, the further agrees that any breach of this contract price demanded by him hereunder, the further agrees that any breach of this contract price demanded by him hereunder, the above obligation is to be void to the terms and the further agrees that any breach of the further agrees that any breach of the further agrees that any breach of the contract price demanded by him hereunder, the above obligation is to be void to the terms and the further agrees that any breach of the contract price demanded by him hereunder, the above obligation is to be void to the terms and the further agrees that any breach of the contract price demanded by the contract price demanded by the further agrees that any breach of the contract price demanded by the further agrees that any breach of the contract price demanded by the contract price demanded by the contract price demanded by the further agrees that any breach of the contract price demanded by the contract price demanded breach of this warrant shall con-force and virtue. principal herein named of said stitute adequate cause for the anterms of said Contract, and the plans and specifications made a plans and specifications made a plans and specifications made a principal nerein named of said contract. He further agrees that principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract. He further agrees that principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract. He further agrees that principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract. He further agrees that principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a principal nerein named of said contract by the plans and specifications made a pri part thereof; and shall also well out this Contract shall be per- as specified in said Contract, and Owner, and that the said Owner and truly perform and fulfill all formed in compliance with the in strict accordance with the terms any sums due on to become due and fulfill all formed in compliance with the in strict accordance with the terms any sums due or to become due principal herein named of said Contract, and the hereinder an amount equal to any contract by the line strict accordance with the line strict

> All work required in carrying surety being hereby waived, but the Contract pursuant to this bid. all duly authorized modifications out this Contract, shall be performed in compliance with the The Contractor states that he

all such claims.

not do any work or furnish any August, 1959. orized by this Contract unless ord- TION CO. ered in writing by the Engineer.
Any such work which may be done, or any such materials which may be furnished, by the Contractor

Principal
By s/L. J. Koenig, Pres
(CORPORATE SEAL AFFIXED)
THE AETNA CASUALTY AND without such written order first being given, shall be at his own risk, cost and expense; and the Attorney-in-Fact, Mary Ann Contractor hereby covenants and agrees that he shall make no claim for compensation for any Mary Ann Meysenburg, Nebraska

work so done, or any materials so IN WITNESS WHEREOF the parties hereto have set their hanns for the purpose herein expressed,

PAVING DISTRICT NO. 33 PROPOSAL FORM all required connections and ap- To the Mayor and City Council

Quantity Unit Unit Price Amount of construction and to furnish all low:

Item No. Description 1. Excavation 6" P.C.C. Pavement with Integral Curb a. Class I Mix b. Class II Mix c. Class III Mix Build 6" P.C.C. Driveway Adjust Manhole Ring & Cover Build Concrete Header Build 4" P.C.C. Sidewalk Remove Concrete Pavement Remove Concrete Sidewalk Remove 6" Concrete Curb Total Lump Sum Bid for Items 1 to 9 inclusive Based upon Class I Mix Total Lump Sum Bid for Items to 9 inclusive Based upon Class II Mix Total Lump Sum Bid for Items to 9 inclusive Based upon

Class III Mix The only persons or parties in standards, as defined in Section

the amount of the contract award- quired in he Notice to Contractors as required by the specifications, experience record in construction in the amount of the contract of the type of work bid upon. The

Con- to this and three (3) other instru-ments of like tenor, this 4th day braska, Owner, and Missouri Valments of like tenor, this 4th day

Owner Contractor TION CO.

PAVING DICTRICT NO. 82 CONTRACT BOND

(Corporate Seal Affixed)

part of this Contract.

That it is mutually understood sum of TEN THOUSAND AND bid in the proposal, which is made payment of which we do hereby The Contractor expressly war- bind ourselves, our heirs, execu- and agreed by parties hereto that FIVE HUNDRED THIRTY THREE a part of this Contract. rants that he has employed no tors and administrators, jointly, the general and detailed plans, the DOLLARS AND NINETY NINE third person to solicit or obtain severally, and firmly by these Contractor's bond, the proposal, CENTS — (\$10.533.99 — Dollars, and agreed by parties hereto that severally, and firmly by these all project specifications and spec- and for the payment of which we the general and detailed plans, the presents. ial provisions, and all supplement do hereby bind ourselves, our Contractor's bond, the proposal,

Date August 4th A. D., 1959 The condition of the obligation son in consideration of such pro- arded by the City of O'Neill, Neb- this Contract in his behalf, or to is such that whereas, the above rants that he has employed no awarded by the City of O'Neill, Nebservices in connection herewith, struction of O'Neill Paving Disobtained upon compensation in CONSTRUCTION CO., of Grand this Contract in his behalf, or to Construction of O'Neill Paving any brokerage, commission, or trict No. 31, copy of which Conany brokerage, commission, or percentage upon the amount to be received by him hereunder, and that he has not, in estimating the contract price demanded by him, included any sum by reason of included by the City of O included any sum by reason of amply as if said Contract were any such brokerage, commission or percentage; and that all moneys NOW THEREFORE, if said MISpayable to him hereunder are free SOURI VALLEY CONSTRUC- percentage upon the amount to be and amply as if said Contract for services in connection here- MISSOURI VALLEY CONSTRUC-

person for services rendered, or fully discharge the duties and ob- moneys payable to him hereunder full force and virtue. supposed to have been rendered, ligations therein assumed, then are free from obligation of any It is expressly understood and in the procurement of this Conthe above obligation is to be void,

secure and does secure not only hereunder an amount equal to any herein named of said Owner and that the said Owner and specifications made a commission or personal comm centage, so paid or agreed to be work as specified in said conwith the terms of said Contract, brokerage, commission, or per- the undertakings, made a part thereof; and shall also well and truly perform and paid. insurance used or used or material, supplies, tools, fuels, lubricants, equipment, equipment of the Contract pursuant to his bid. That the Contract pursuant to his bid. cover all such claims.

That in consideration of the ins subcontractors in carrying out there are subject to the conditions set forth in this Contract, or any hereof, as herein dashed as herein foreoff, as herein dashed as herein for the payment be made, then in this Contract or any hereoff, as herein dashed as herein for the payment be made are subcontractors and for the payment of all laborers and mechanics for all labor performed in the work by him or any of his subcontractors, and for the payment of all laborers and mechanics for all laborers and for the payment of all laborers and mechanics for all laborers

ll such claims.

That in consideration of the No contract shall be valid which materials not covered and authorized by this Contract unless ordered in writing by the Engineer.

That in consideration of the bond covering the construction agreed that the Contract shall be valid which seeks to limit the time to less than five years in which an action may be ofought upon the bond covering the construction of the agreed that the Contract shall be valid which seeks to limit the time to less than five years in which an action may be ofought upon the bond covering the construction of the agreed that the Contract shall be valid which seeks to limit the time to less than five years in which an action may be ofought upon the bond covering the construction of the agreed that the Contract shall be valid which seeks to limit the time to less than five years in which an action may be ofought upon the bond covering the construction of the agreed that the Contractor promptly the amounts set forth herein, sub-seeks to limit the time to less than five years in which an action may be ofought upon the bond covering the construction of the agreed that the Contractor promptly to pay the Contract shall be valid which seeks to limit the time to less than five years in which an action may be ofought upon the construction of the agreed that the Contract shall be valid which seeks to limit the time to less than five years in which an action may be brought upon the contract shall be valid which the amounts set forth herein.

ered with such understanding.

It is further understood and understanding.

SIGNED THIS 4th day of Au- agreed that the Contractor shall SIGNED THIS 4th DAY OF materials not covered and auth- MISSOURI VALLEY CONTRUC-

SURETY COMPANY Surety

Hartford, Connecticut Surety Mary Ann Meysenburg Attorney-In-Fact, Mary Ann Mysenburg

Mary Ann Meysenburg Mary Ann Meysenburg, Nebraska Resident Agent.

the materials and to do all the other instruments of like tenor, work to complete the construction this 4th day of August, 1959. August 4, 1959 of O'Neill Paving District No. 33, STATE OF NEBRASKA consisting primarily of 6" P.C.C. COUNTY OF HOLT Pavement with Integral Curb, and CITY OF O'NEILL essary equipment, machinery, which we have examined for the of Nebraska, hereby certifies that tools, apparatus and other means schedules of prices set forth be- of Nebraska, lie of the foregoing is a rue and com-

SCHEDULE OF PRICES BID FOR WORK CONTEMPLATED

Quantity Unit Unit Price Amount with Paving Districts No. 17, 18, 1106 C.Y. \$.50 \$ 553.00 19, 25, 26, 28, 29, 30, 31, 32, and session, the following being present: Mayor D. C. Schaffer, City 2535 3.29 S.Y. 3.60 Ea. 20.00 416 1.00

The undersigned states that he

Synopsis of Experience Record re-

WITNESSETH: That the Contractor; for and in consideration of the sum of \$9,639.80 Dollars, payable as set forth in the specistruct O'Neill Paving District No. MISSOURI VALLEY CONSTRUC fications constituting a part of this Contract, hereby agrees to construct O'Neill Paving District No. consisting primarily of 6" P.C.C. Pavement and appurten-

The condition of the obligation tal written agreements are a part heirs, executors and administra- all project specifications and spectors, jointly, severally, and firmly ial provisions and all supplement- is such that whereas, the above al written agreements are a part bounden of this Contract.

agreed that the Contractor shall executed and delivered with such not do any work or furnish any understanding. materials not covered and authorized by this Contract unless or- August, 1959. dered in writing by the Engineer. Any such work which may be MISSOURI VALLEY done, or any such materials which CONSTRUCTION CO. may be furnished, by the Con- Principal tractor without such written order By s/ L. J. Koenig, giPres. first being given, shall be at his own risk, cost and expense; and the Contractor hereby covenants and agrees that he shall make no claim for compensation for any work so done, or any materials so furnished.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed, to this and three (3)

COUNTY OF HOLT I, O. D. French, the duly elec- City Clerk plete copy of all proceedings of

IN WITNESS WHEREOF, I have here unto set my hand and 8,340.15 seal this 7th day of August, 1959. O. D. French City Clerk 40.00 (SEAL

It was moved by Councilman and done: 187.20 Carroll and seconded by Council- Councilman McIitosh offered 43.00 man Hiatt that the bid of Mis- the following resolution and mov-38.00 souri Valley Construction Com- ed its adoption: souri Valley Construction Company of Grand Island, Nebraska or construction of Paving Districts Numbers 17, 18, 19, 25, 26, 28, 29, 30, 31, 32, and 33 be accepted and that a contract be awarded to said bidder for the same and that the City Clerk beinsructed to return all certified checks and bid bonds tendered by the unsuccessful bidders.

ed its adoption:

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF O'NEHLL, NEBRASKA:

1 the Mayor and Council have determined that the bids for the construction of paving and such other work that may be incidental thereto were submitted on August 4, 1959 and all such bids were below the engineer's estimate successful bidders. on roll call the following voted and that the Missouri Valley Con-

ley Construction Company, Con-tractor:

Contractor

Contractor MISSOURI VALLEY CONSTRUCTION CO.

By s/ L. J. Koenig, Pres CORPORATE SEAL AFFIXED) PAVING DISTRICT NO. 33 CONTRACT BOND KNOW ALL MEN BY THESE

PRESENTS: That We. MISSOURI VALLEY ances, complete, in accordance CONSTRUCTION CO., Grand Is-KNOW ALL MEN BY THESE with the plans, specifications and land, Nebraska, as Principal, and special provisions therefor, and in THE AETNA CASUALTY AND the location designated in the SURETY COMPANY, Hartford the Contractor's bond, the proposal, and project specifications and special provisions, and all supplemental written agreements are a ment of which we do hereby bind special provisions, and all supplemental written agreements are a ment of which we do hereby bind special provisions, and all supplemental written agreements are a ment of which we do hereby bind special provisions, and all supplemental written agreements are a part of this Contractor's bond, the proposal with the contra bind ourselves, our heirs, execu-That it is mutually understood tors, and administrators, jointly

Date August 4th, A.D., 1959. The condition of the obligation CONSTRUCTION CO., of Grand Nebraska, has The Contractor expressly war- Island, MISSOURI VALLEY third person to solicit or obtain Nebraska, the Contract for the

other person for services render- agreed that this bond is given dered, in the procurement of this the faithful performance by the constitute adequate cause for the as specified in said Contract, and annulment of this Contract By the in strict accordance with the work as specified in said Con- any sums due or to become due part thereof; and shall also well and the plans and specifications centage, so paid or agreed to be terms, conditions and agreements of any and all duly authorized All work required in carrying modifications of said Contract

fulfill all duly authorized modi- out this Contract shall be per- that may hereafter be made, nofications of said Contract that may formed in compliance with the tice of which modification to the The Contractor states that he that it is given to secure and hereby waived, but that it is is complying with and will con-does secure also payment by the That in consideration of the fore- wise, it shall remain in full force

SIGNED THIS 4th DAY OF (CORPORATE SEAL AFFIXED)

THE AETNA CASUALTY AND SURETY COMPANY Surety Hartford, Connecticut s/ Mary Ann Meysenburg

Attorney-in-Fact, Mary Ann Meysenburg s/ Mary Ann Meysenburg Mary Ann Meysenburg, Nebraska Resident Agent (SEAL)

D. C. Schaffer, Mayor ATTEST O. D. French

The Mayor and City Council of the City of O'Neill in the county of Holt in the State of Nebraska met at the City Council Room on the City Council in connection the 1st day of September, 1959, at 8:00 o'clock p.m. in Regular Clerk, O. D. French, Councilmen McIntosh, Reynoldson, Hiatt, Janousek, Moore, Heermann, Gleeson. The following were absent: A. W. Carroll.

A quorum being present, the following proceedings were had

terested in this proposal as prin- 73-104-R.S., Nebraska, 1943, in the AYE: Reynoldson, Hiatt, Moore, struction Company of Grand Is-Carroll, McIntosh, Janousek. | land ebraska, submitted the low-The following voted Nay: none, est bid in each of the several Pav-There being on further business, ing Districts as shown by the fol-

Paving		Class	Booth	N	orthwest	Arnold
Distric	t Engineer's	of	Olson	E	ngineering	Swanson
No.	Estimate	Mix	Inc.	C	0.	Co., Inc.
17	\$59,810 (I				
	(1	I	\$49,342	2.08	\$55,518.34	\$52,170.30
	(II	I				
18	15,550 (I				
	()	I	13,10	8.33	15,084.20	14,052.10
	()	ш				
19	43,402 (43	Park ye	STOKET IN			
	()	To the same	36,	389.36	42,595.64	40,140.05
	с п	Ĺ	of the land	100	36. 1	
25	6,630	I	A SAME	that I	150k 1	
	Cole Sarvice	I detaile	5,	731.96	6,364.83	6,258.15